CASE and COMMENT

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In This Issue

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THIS drastically abbreviated issue of CASE AND COMMENT is the first for the duration of the paper shortage of the sixteen page issues which will follow.

We regret the necessity that causes us to curtail the coverage of CASE AND COMMENT, as we have no doubt of the place this magazine has won for itself in the law offices of America in its fifty years of existence. We make no apology, however, for a decision to conserve paper when our Government is at war.

We ask the continued splendid co-operation of our readers in contributing the material which has made the pages of CASE AND COMMENT sparkle in reporting incidents connected with the legal profession.

We unite with our readers in the hope that this abbreviated CASE AND COMMENT is only a temporary necessity.

Re Lawyers

By W. C. MATHES,
Retiring President of the Los Angeles Bar Association.

(Extracted from the Los Angeles Bar Bulletin, February 1944, through the courtesy of The Bar Bulletin.)

SOCRATES described the supposed metamorphosis of one of our profession as follows:

> ". . . from the first he has practiced deception and retaliation, and has become stunted and warped. And so he has passed out of youth into manhood, having no soundness in him; and is, as he thinks, a master in wisdom. Such is the lawyer, Theodorus." *

Two thousand years later, *Poor Richard's Almanac* first gave expression to an American view:

"God works wonders now and then;
Behold! A lawyer, an honest man."

An *English* proverb puts it: The Devil makes his Christmas pie of lawyers' tongues.

The same thought has been expressed in other languages—

A *Russian* proverb says: When God wanted to chastise mankind He invented lawyers.

Chinese: Going to law is losing a cow for the sake of a cat.

French: No lawyer will ever go to Heaven so long as there is room for more in Hell.

German: Lawyers and soldiers are the Devil's playmates.

Italian: A bad agreement is better than a good lawyer.

Spanish: A peasant between two lawyers is like a fish between two cats.

Danish: "Virtue in the middle," said the Devil, as he sat down between two lawyers.

These proverbial sayings remind us of the universality of age-old criticisms directed at those of our calling. They remind us also that these gibes of yesterday challenge us today.

Over the entrance to the Supreme Court of the United States is boldly graven the democratic ideal—the goal of our profession: "Equal Justice under Law."

Never before in history have the people urged us toward that goal more enthusiastically, more insistently, than now. As the organized bar labors onward there are still some, to be sure, with a cynicism known even to the days of Socrates, who say it cannot be done because our ideal is unattainable. But the great majority—who hope and dream and are eager to work for a much nearer realization of equal justice under law—reply:

> *"Ah, but a man's reach should exceed his grasp,*
> *Or what's a heaven for"*

As this ghastly war grinds on, there will come an ever clearer realization that, of all who inhabit the earth, the English-speaking peoples alone have developed a reasonably predictable system of individual justice under law—a system that prizes the dignity of man—a system whereby to measure, *objectively,* the lawfulness of human conduct. And to the extent that we cherish this system, our national policy and national purpose, both in the war today and in the peace of tomorrow, must be to preserve and extend the supremacy of law—and thus make secure our individual freedom under law.

More than anything else we know or possess, the peoples of the world need and long for our system of individual justice. Thus America's foremost claim to world leadership must be founded upon the fact that we have developed both the principle and the

* Plato: *The Theaetetus.*

practice of individual freedom under law. And who but those of the legal profession—lawyers trained in the ideals, the traditions, the technique of the common law—can give it to them.

If our profession is to rise to this grand opportunity, we must heed the admonition of Judge Augustus N. Hand of the Second Circuit, who warns us that a lawyer's greatest danger is in doing things for his client that he would never think of doing for himself, and in becoming the client's minion rather than his guide. Our profession, Judge Hand declared, "contains the most high-minded members of the community. Where it fails is in not sufficiently recruiting public life from its ranks and in becoming too frequently involved in the enterprises of clients."

The Growling Husband

(Condensed from opinion of Terrell, J. in Greisen v. Greisen) 200 So. 523

This appeal is from a final decree of divorce predicated on extreme cruelty and frequent indulgence in a violent and ungovernable temper. Appellant contends that the bill of complaint does not allege and that the evidence does not prove acts of violence or mistreatment such as would warrant a divorce on either ground.

(I) In these cases, the acts of violence consisted largely in the administration of physical force. It is quite true that in the case at bar, physical force was not applied but extreme cruelty as ground for divorce does not necessarily require a paddling or the giving of a black eye. What constitutes extreme cruelty depends on the temperament, the culture, and other attributes of the individual. Extreme cruelty to a Christian, a Chinaman, or a Hindoo might not be extreme cruelty to a pagan, an Indian, or a Mohammedan. Diem v. Diem, 141 Fla 260, 193 So 65.

Neither of the parties to this cause were inexperienced neophytes. They were in fact both products of the last years of the square dance, the hoop skirt, and the Mother Hubbard era, the era that produced turnip greens, cracklin' bread, and mint julep. The plaintiff was a lady of means, culture, experience, and travel. She was possessed of a spacious home with every modern appointment but a government mortgage. She was as modern as a movie star, this being her fourth ablution in the popular old pool of matrimony.

The defendant was a dancing master and a stranger to the lush time and luxuries that had been the portion of the complainant. Like most of us, he was poor in goods, narrow in horizon, and the most he endowed his bride with was tails and a nasty disposition. In age, they were about one olympiad removed, but they loved at first sight, courted briefly, wedded and lived together hastily, the whole span being less than a year. He says she made the advances, bought the flowers, furnished the engagement ring, and carried him to her home after the wedding. She reveled in clubs, dinners, and cocktails, but he embalmed his manners and turned rude at such functions. She says he contributed nothing to the family support but he denies this charge.

The trouble was in marital perspective. Their desires and aspirations led in the opposite direction, the spirit of give and take had vanished

and they had reached the age when it was easier to break than it was to bend. It was charged that they contracted the marital state for reasons that are fantastic to say the least and that both were disappointed in the prize they drew. When the charges and counter charges are dissected, it is little wonder that the fat was in the fire before the honeymoon passed into its second phase.

(2) It is not difficult to understand how domestic felicity would vanish before such concepts as are exemplified in the record about as quickly as the echo from the wedding bells. Neither party seems to have gotten what they bargained for. She refused to give him carte blanche to her bank account. At home and elsewhere, he got irritated at the slightest attention paid his wife. He became so vindictive that he would lie awake at night to upbraid her, took offense at everything she did, insulted her company in public for their attention to her and in other ways made himself a nuisance. There is no law in this country that requires a woman to feed and house a man to hear him growl. In fact, if his growl is pitched in high tenor, he is on parity with King Solomon's brawling woman in a wide house.

Taken in all, the record presents a rare case. The evidence on all points is in conflict with the Chancellor who heard it and entered the decree of divorce and who is one of the best assayers of humankind that ever donned the ermine and warmed the woolsack. His judgment is therefore affirmed.

Affirmed.

WHITFIELD, BUFORD, CHAPMAN, and ADAMS, JJ., concur.

BROWN, C. J., concurs in judgment.

THOMAS, J., dissents.

Legal Advice to Military Personnel

BY MAJ. CLIFTON I. MONROE, J. A. G. D.

OF CURRENT interest to all members of the legal profession throughout the country is the recently adopted plan sponsored jointly by the War Department and the American Bar Association.

The general organization, supervision and direction of the plan has been assigned to The Judge Advocate General who will collaborate with the Committee on War Work of the American Bar Association. The staff judge advocates of any particular command will act as "Directors" within their respective organizations and staff judge advocates of service commands will collaborate with the committees on war work of the several state bar associations to aid in the establishment and uniform operation of the plan.

The plan of organization contemplates:

(a) The appointment by the commanding general of each service command and the commanding officer of posts, camps and stations, of a legal assistance officer who must be a duly "licensed attorney at law" and whose functions include collaboration and maintaining liaison with volunteer civilian lawyers, interviewing, advising and assisting military personnel and in proper cases referring such personnel to a designated civilian lawyer or to an appropriate bar committee on war work for needed ad-

vice and service in regard to their personal legal problems.

(b) Designation by the State Bar Association Committees on War Work of volunteer civilian lawyers to interview any military personnel who may need or desire their advice and counsel.

(c) Establishment, where practical, of conveniently located legal assistance offices at posts, camps, or stations which will be operated by the designated legal assistance officer and such other military personnel as the volume of service requires. While the plan provides for periodic visits of the civilian attorneys to these offices, the arrangements being made within the First Service Command, which embraces the several New England states and one station in New York, contemplate that military personnel having legal problems will be referred direct to the civilian lawyers at their own offices.

The service provided by the legal assistance plan will be made available only to military personnel and their dependents and this will include all members of, and persons serving with, the armed forces of the United States, Army Nurses, WAC and civilian employees actually employed and residing on the military reservation served by the plan or employed at an overseas installation. The nature of the gratuitous legal service to be rendered is in general confined to those personal affairs which assure a soldier that:—

(a) His family will be protected and cared for during his service in the Army without undue embarrassment or legal entanglements;

(b) Proper preparation of his personal affairs in order to provide for the welfare, protection and security of dependents;

(c) His dependents have knowledge of and receive all rights and benefits to which they are entitled;

(d) Preparation of answers, affidavits, and similar documents to be filed in court on behalf of a person in the military service in order to receive the benefits and protection of the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto.

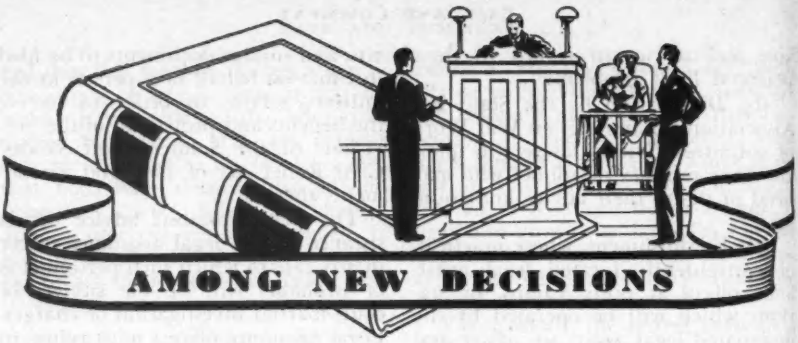
The plan prohibits advice or assistance by the legal assistance officer in any case in which such personnel is or probably will be the subject of court-martial investigation or charges. Legal assistance officers must refuse to receive confidences concerning such matters unless authorized to do so pursuant to Articles of War 11 or 17.

Military personnel will be referred to their own private, personal counsel if they have one, or if not, the legal assistance officer may recommend proper counsel as indicated by the Chairman of the particular State Bar Association Committee on War Work in the following cases on a fee basis:—

(a) In all cases where the problem involved is purely personal and in no wise affected by the military service (e. g. probate of will, administering of estate);

(b) Trial of any civil action in a civilian court. It should be noted however, that the legal assistance officer or civilian lawyer might prepare answers, affidavits and the like to be filed in court on behalf of a person in the military service in order to receive the benefits of the Soldiers' and Sailors' Civil Relief Act.

At the present time there has been appointed within the First Service Command *54* Legal Assistance Officers at the various military posts, camps and stations and *107* Volunteer Civilian Attorneys who will proceed to put the plan into operation. Compiled lists of the officers and attorneys may be had upon application to Colonel Gilbert S. Woolworth, JAGD, Staff Judge Advocate, First Service Command, 808 Commonwealth Avenue, Boston, Massachusetts.



AMONG NEW DECISIONS

Abatement and Revival — *support of illegitimate.* In Carlson v. Bartels, — Neb —, 10 NW (2d) 671, 148 ALR 658, it was held that in the absence of a statute, a cause of action for the support of a child born out of wedlock does not survive against the personal representative of the alleged father.

Annotation: Support of illegitimate child as a charge upon estate of deceased parent. 148 ALR 669.

Automobile Insurance — *error in description.* In Kostecki v. Zaffina, 384 Ill 192, 51 NE (2d) 152, 149 ALR 525, it was held that the motor number and serial number of the automobile involved in an accident are entirely different from the numbers stated in the insured's declarations incorporated in a liability insurance policy, and the car is a Plymouth four-door sedan, and not a Plymouth two-door sedan as stated in the declarations, does not relieve the insurer of liability, the car being the only one owned by insured at the time the policy was issued.

Annotation: Misstatement in description of automobile as affecting automobile policy. 149 ALR 531.

Conflict of Laws — *conditional sales.* In Stevenson v. Lima Locomotive Works, — Tenn —, 172 SW (2d) 812, 148 ALR 370, it was held that the enforcement of a conditional sale contract is not governed by the law of Tennessee, although that is the state where the contract was negotiated and signed by the buyer and where the down payment was made and the notes for the balance executed by the buyer, where the acceptance of the contract by the seller, through its shipment of the thing sold and the dating of the notes, took place at the seller's home office in Ohio, and, it being contemplated by the parties that the thing sold would be used in several states, it is expressly provided in the contract that its terms shall be in conformity with the laws of any state wherein it "may be sought to be enforced," and, upon the buyer's default, enforcement is sought in Arkansas.

Annotation: Conflict of laws as to conditional sale of chattels. 148 ALR 375.

Contracts — *consideration for an agreement to resume marital relations.* In Young v. Cockman, — Md —, 34 A (2d) 428, 149 ALR 1006, it was held that where an agreement to resume marital relations is made by one spouse who has deserted the other spouse with no justification, the agreement lacks consideration. But that, a contract between a husband and wife, made when they are separated for just cause, whereby the husband agrees to pay his wife a specified sum if she will resume marital relations, rests upon a valuable consideration and is enforceable.

Annotation: Resumption of mari-

tal relations as consideration. 149 ALR 1012.

Contracts — *rescission in part.* In O'Keefe v. Routledge, 110 Mont 138, 103 P (2d) 307, 148 ALR 409, it was held that a contract cannot be rescinded in part unless the two parts are so severable from each other as to form two independent contracts.

Annotation: Partial rescission of contract. 148 ALR 417.

Corporations — *transferee's liability for debts of predecessor.* In Beckroge v. South Carolina Power Co. 197 SC 184, 15 SE (2d) 124, 149 ALR 779, it was held that a corporation taking over all, or substantially all, the assets of another corporation takes them subject to a trust in favor of the creditors of the old corporation.

Annotation: Liability of corporation for debts of predecessor. 149 ALR 787.

Declaratory Judgments — *administrative ruling.* In Helco Products Co. v. McNutt, — App DC —, 137 F (2d) 681, 149 ALR 345, it was held that the requirement of actual controversy prescribed by the Federal Declaratory Judgment Act is not satisfied by the fact that an administrative officer has expressed an adverse opinion in reply to a hypothetical question as to whether, in certain circumstances, a Federal statute would be violated, where such officer is without authority to act against alleged violator, his opinion and answer to a hypothetical question do not foreclose a contrary opinion by him upon an actual state of facts, his recommendation for prosecution does not establish the fact that a violation has occurred, and the action of the officer having power to prosecute is not in any way controlled by such opinion or by a recommendation to prosecute.

Annotation: Justiciable controversy within Declaratory Judgment Act as predicable upon advice, opinion, or ruling of public administrative officer. 149 ALR 349.

Declaratory Judgments — *Federal court's jurisdiction.* In West Publishing Co. v. McColgan, 138 F (2d) 320, 149 ALR 1094, it was held that the restriction imposed upon jurisdiction by an amendment of the jurisdictional statute providing that no Federal district court shall have jurisdiction of any suit to enjoin, suspend, or restrain the assessment, levy, or collection of any tax imposed by or pursuant to the laws of any state where a plain, speedy, and efficient remedy may be had at law in the courts of such state operates as a restriction upon the applicability of the previously enacted Federal Declaratory Judgment Act.

Annotation: Actions under Declaratory Judgment Act as subject to limitations or conditions of jurisdiction imposed by other statutes. 149 ALR 1103.

Evidence — *testator's statements as to intention.* In Welch's Admr. v. Clifton, 294 Ky 514, 172 SW (2d) 221, 148 ALR 1220, it was held that generally, statements of a testator made before or after the execution of a will are not admissible as substantive evidence on the sole question of undue influence, but are admissible after a foundation has been first laid by substantive proof on the issue.

Annotation: Admissibility of declarations of testator on issue of undue influence. 148 ALR 1225.

Executors, Etc. — *right to sue on note where located.* In Michigan Trust Co. v. Chaffee, — ND —, 11 NW (2d) 108, 149 ALR 1075, it was held that an ancillary representative in possession of a negotiable instrument belonging to his decedent, which instrument was located in the state in which the ancillary representative was ap-

"LINES WRITTEN ON HEARING AN ARGUMENT IN COURT"

"Spare me quotations, which, though learn'd, are long,
On points remote at best, and rarely strong;
How sad to find our time consumed by speech,
Feeble in logic, feebler still in reach,
Yet urged in words of high and bold pretense,
As if the sound made up the lack of sense.
O! could but lawyers know the great relief,
When reasoning comes, close, pointed, clear, and brief.
When every sentence tells, and, as it falls
With ponderous weight, renew'd attention calls,—
Grave and more grave each topic, and its force
Exhausted not till ends the destined course,—
Sure is the victory, if the cause be right;
If not, enough the glory of the fight."

JOSEPH STORY

pointed at the death of the decedent and came into the possession of such representative as an asset of the estate of the decedent, is entitled to receive payment of such note, and may maintain suit thereon against the maker at the maker's domicil notwithstanding a domiciliary administration is there pending.

Annotation: Payment of negotiable paper to, or enforcement thereof by, personal representative of owner appointed in one state, as affected by appointment of another representative in another state. 149 ALR 1083.

Fair Labor Standards Act — *chain store warehouse employees.* In Allesandro v. C. F. Smith Co. 136 F (2d) 75, 149 ALR 382, it was held that warehouse employees of a chain store system engaged in the movement to the various stores of goods coming from outside the state after they have been stored in the system's warehouses are not engaged in interstate commerce within the coverage of the Federal Fair Labor Standards Act (29 USC §§ 201 et seq.).

Annotation: Intrastate transportation of goods after they are shipped in interstate commerce and warehoused, as constituting a part of interstate commerce, within contemplation of Federal Fair Labor Standards Act. 149 ALR 386.

Federal Courts — *duty to follow state decisions.* In Philco Corp. v. Phillips Manufacturing Co. 133 F (2d) 663, 148 ALR 125, it was held that questions arising under the Federal Trademark Acts as to validity, registerability, infringement, defenses, and remedies are questions as to which the Federal courts may make an independent determination irrespective of the views of local state courts.

Annotation: Conflict of laws, with respect to trademark infringement or unfair competition, including the area of conflict between Federal and state law. 148 ALR 139.

Federal Kickback Act — *applicability to foreman.* In U. S. v. Laudani, — US —, 88 L ed (Adv 217), 64 S Ct —, 149 ALR 492, it was held that the prohibition of the Federal Kickback Act of June 13, 1934, 40 USC § 276b, punishing "whoever" shall coerce any person employed on a federally financed work "to give up any part of the compensation to which he is entitled under his contract of employment," extends to a foreman not acting as agent of the employer in forcing the payments, where such foreman has authority to discharge the employees in question.

Annotation: Constitutionality, construction, and application of statutes prohibiting agreements to refund wages under employment contracts ("kickback" agreements). 149 ALR 459.

Gift — *bank deposit.* In Beach v. Holland, — Or —, 142 P (2d) 990, 149 ALR 866, it was held that a transaction by which one having an account in a savings bank transfers the account to the names of herself and another, signing a card furnished by the bank providing that it might pay out the deposit to either party or the survivor without reference to the original ownership of the money deposited, constitutes a gift in praesenti of an interest in the account to the other party, creating an estate in the nature of a joint tenancy, so as to entitle the other party to the entire account upon the death of the first party, including deposits afterward made by her, although the pass-book remained always in her hands, and she was the only one who ever made deposits or withdrawals in the account.

Annotation: Deposit of fund belonging to depositor in bank account in name of himself and another. 149 ALR 879.

Income Taxes — *loss or profits on sale of stock.* In Arrott v. Comr. of Internal Revenue, 136 F (2d) 449, 149 ALR 984, it was held that the fairest rule for fixing the cost base of shares of stock acquired at different times and at different prices, for the purpose of determining the shareholder's income tax on a subsequent sale of part of the stock, where the part sold cannot be identified with any particular purchase, is the "average cost rule," under which the cost base is the average price of all the shares.

Annotation: Computation of losses or profits on sale of securities for purposes of income tax. 149 ALR 988.

Insurance — *consultation with physician.* In Glickman v. New York Life Insurance Co. 291 NY 45, 50 NE (2d) 538, 148 ALR 454, 455, it was held that any stipulations in an application for life insurance that the insurance applied for shall go into effect only if the applicant has not consulted or been treated by any physician after being examined by the insurer's medical examiner is valid, and is effective where the applicant has consulted a physician for an ailment or condition reasonably to be considered serious.

Annotation: Validity, construction, and effect of provision in application for life insurance respecting consultation with or treatment by physician since medical examination by insurer's physician. 148 ALR 461.

Insurance — *what amounts to total disability.* In Dunlap v. Maryland Casualty Co. 203 SC 1, 25 SE (2d) 881, 149 ALR 1, it was held that the "total disability" contemplated by an accident policy defining the term as inability to engage in any occupation or employment for wage or profit does not mean a state of absolute helplessness, but connotes an inability to do all the substantial material acts necessary to the prosecution of the insured's occupation or any business or occupation in a customary and usual manner.

Annotation: Construction and application of provision of accident policy or accident feature of life policy extending benefits to one disabled from engaging in any occupation or employment for wage or profit. 149 ALR 7.

Judgment — *conclusiveness on merits of foreign judgment.* In Coulborn v. Joseph, 195 Ga 723, 25 SE (2d) 576, 148 ALR 984, it was held that a decree of an English court of chancery, rendered when both parties were citizens of that realm, which adjudges that the defendant therein is liable to the plaintiff in a given sum of money, no question being raised as to the court having jurisdiction of the subject matter or of the parties, and there being no suggestion of fraud in its rendition, will by the courts of this state be given conclusive effect.

Annotation: Conclusiveness as to merits of judgment of court of foreign country. 148 ALR 991.

Judgment — *dismissal "without prejudice" as res judicata.* In Fiumara v. American Surety Co. 346 Pa 584, 31 A (2d) 283, 149 ALR 545, it was held that an appellate court's determination, with respect to a contractor's claim for damages for breach of contract against the surety upon a subcontractor's bond, that the surety is liable to the contractor for an amount paid by the latter for materials furnished to the subcontractor, is res judicata in a subsequent suit by the contractor against the surety for the damages involved in the former action, notwithstanding the fact that such determination is made in support of a holding, upon the contractor's appeal, that the trial court's judgment dismissing his claim on the merits should have been amended by making it "without prejudice to the institution of a further action."

Annotation: Provision that judgment is "without prejudice" or "with prejudice" as affecting its operation as res judicata. 149 ALR 553.

Labor Relations Acts — *power of board to require labor union to quit picketing.* In Retail Clerks' Union v. Wisconsin Emplovment Rel. Board, 142 Wis 21, 6 NW (2d) 698, 149 ALR 453, it was held that activities of labor unions, including picketing of a store, in which complainants are employed, designed to coerce employees, through or by the agency of the employer, to join the unions and thus deprive them of the right of free choice to which they are entitled under the Labor Relations Act, and to coerce the employer to interfere with their free choice are unlawful, and the Employment Relations Board may, upon the complaint of employees, require the unions to cease and desist therefrom. 149 ALR 464.

Labor Unions — *liability to suit.* In Williams v. United Mine Workers of America, 294 Ky 520, 172 SW (2d) 202, 149 ALR 505, it was held that a labor union, though a voluntary association not subject at common law to be sued as an entity, may be made a party defendant in an action to enforce a right conferred by the Federal Fair Labor Standards Act.

Annotation: Liability of unincorporated labor organization to suit. 149 ALR 508.

Liability Insurance — *injury by watchdog.* In Knowles v. Lumbermen's Mut. Casualty Co. — RI —, 33 A (2d) 185, 148 ALR 605, it was held that insurance against tort liability arising out of the ownership, maintenance, occupation, or use of the insured's premises, including the public highway immediately adjoining, for the purpose of an automobile sales and repair shop, covers injury to a passer-by struck and knocked down by a dog kept on the premises as a watchdog, which ran out onto the sidewalk when a door was opened, if the keeping of a watchdog is a customary incident to the operation of a business like that of the insured.

Annotation: Coverage, as regards causes of injury or damage, of policy insuring owner, occupier, or operator of premises against liability for injury to person or property. 148 ALR 609.

New Trial — *asking witness of pendency of indictment in automobile accident case as ground for.* In Holden v. Berberich, — Mo —, 174 SW (2d) 791, 149 ALR 929, it was held that eliciting, on cross-examination of witness for plaintiff in an action for death resulting from a collision of automobiles one of which was being driven by the witness, that there is a pending indictment against him, in connection with the death, on a charge of driving while intoxicated, is error for which a new trial may be granted after verdict for defendant, despite the contention that it was proper as showing interest or bias.

Annotation: Admissibility, on cross-examination or otherwise, of evidence that witness in a civil action had been under arrest, indictment, or other criminal accusation on a charge growing out of the accident, transaction, or occurrence involved in the civil action. 149 ALR 935.

Railroads — *suction from passing train.* In Thomson v. Anderson, 138 F (2d) 272, 149 ALR 899, it was held that one cannot be said as a matter of law to have been guilty of contributory negligence in standing on a station platform sufficiently close to the track to be drawn against the train by air currents produced by its passing where he believed that his signal to stop the train at the station had been seen and acknowledged by the engineer.

Annotation: Liability for death or injury as result of suction from passing train. 149 ALR 907.

THE HUMOROUS SIDE

Perhaps. It seems that once upon a time King Louis XI of France had condemned to death one of his followers who looks he didn't like.

But the fellow didn't propose to be got rid of that easily. Instead, he did some fast thinking.

"O King," he said, "I promise . . . I promise . . . give me but one year more of life and I promise to make that Donkey there, thy favorite Ass, learn to talk."

The king was skeptical, yet granted him a reprieve. But the Villagers, when they learned of their Fellow Townsman's subterfuge, scoffed.

"Thou fool," they jeered. "How dost thou think to save thy life in this way? Thou knowest it means at best a year more; thou canst not teach a dumb brute to talk."

"Well," said the Optimist, "I'll tell thee. Very likely thee may be right. But I figure it this way. Who knows? In a year, a lot of things can happen.

"Maybe in a year the King will die.

"Or, maybe in a year the Ass will die.

"Or, again, it may be that in a year I shall be dead anyway.

"And last of all—again, who knows? In a year, if I work on him real hard, maybe the Ass will talk." —*Printers' Ink.*

No Foundation. It actually happened in a trial before the Hon. J. H. Bottum, of the Tenth Circuit at Selby. It was an action for the foreclosure of a mechanic's lien for labor and material furnished in the building of a house. E. E. Empey represented an Irish client by the name of Riley and W. H. Potts represented the defendant.

Through evidence offered, the defendant had been seriously questioning the workmanship of Riley on the house which he had built, until the Irish blood of Riley was near the boiling point.

Riley took the stand. Empey asked him some questions, to which Potts objected on the ground that it called for a conclusion and opinion of the witness and that there was no proper foundation laid.

This brought Riley to his feet, ready to fight, as he thought Potts was referring in his objection to the foundation of the house. Shaking a clenched fist at the defendant's attorney, Riley said, "Potts, you are a —— liar, there was a good foundation under that house, so high (indicating the height). I put it in myself."

In the commotion that followed, Judge Bottum forgot to fine Riley for contempt of Court. —*S. D. Bar Journal.*

Good Reason. Doc: "Have you told Mr. Brown that he's the father of twins?"

Nurse: "Not yet. He's shaving."

—*Exchange.*

That War. "Corporal, where did you get that black eye?"

"In the war."

"What war?"

"The boudoir." —*Stukeys*

Slow Progress. Tramp: "I've asked for money, I've begged for money, and I've cried for money, mum."

Lady: "Did you ever think of working for it, my man?"

Tramp: "No mum. You see, I'm going through the alphabet and haven't come to W yet."—*Stukeys.*

Expensive Flowers. "How kind of you," said the girl, "to bring me these lovely flowers. They are so beautiful and fresh. I believe there is some dew on them yet."

"Yes," stammered the young lawyer in great embarrassment, "but I'm going to try to pay it off tomorrow."—*Stukeys.*

A Solution. An incident that happened in the Probate Court for Montmorency County, Michigan, a few days ago. A lady, whose husband died some time ago, and wishing to have a determination of heirs made by the Court, told the Judge that she wanted an "Extermination of Heirs" as soon as possible. This may be a possible solution in some cases.

Contributor: Sidney Gassel,
Atlanta, Mich.

Diamond Cutter. A draft board repeatedly deferred a diamond cutter, assuming the man was employed in an essential industry, only to learn that he cut the grass on the baseball diamond. —*Exchange.*

Fast Traveler. "Which travels faster, heat or cold?"

"Heat."

"What makes you think so?"

"Well, you can catch cold." —*Stuckeys.*

At Home. A lawyer passed away and journeyed to the nether regions. Upon entering, he presented himself to Satan who examined his credentials and remarked, "You have a pretty good record—I can't understand why you came to this place." The lawyer replied: "Well, all my life I have been told to go here."

—*So. Dak. Bar Journal.*

Not Samson. A new negro truck driver moved iron ingots all day until he was completely worn out. At the end of the day he approached his boss:

"Boss, you sure you got my name right?"

The foreman looked over his list. "Yes," he said, "here you are, Simpson—Roy Simpson—that's right, isn't it?"

"Yas suh, boss, das right, but ah thought mebbe you had me down Samson."

—*Exchange.*

Dictation. Our contributor writes: "A client of mine about to enter into the U. S. Marines decided to have me draw his Will. After specifying various bequests, he then stated he desired to have me appointed as his Executor. I called in my secretary and briefly outlined to her the various bequests and told her in conclusion to have W.P.T. appointed Executor. She returned to me, within a short time, a typewritten sheet setting forth the express wishes of my client and wound up in the last line by typewriting 'W.P.T. Executioner.' I wonder whether it was the wish of my client that I become his executioner?"

Contributor: William P. Thomas,
New York City.

Right Gas. He: "What kind of gas do you use in your car?"

Another He: "I always start by telling that I'm lonesome."—*Stuckeys.*

Good Riddance. The following caught our eye in the course of a days' work on a Quit Claim Deed—"To Have and to Hold the said above despised premises to the said party, etc."

Contributor: Judge Mae N. Haas,
Atlanta, Mich.

Hot Fire. These jokes can't be so terrible—when I threw a sheaf of them into the furnace the fire roared.

What Hurts. Running after women never hurt anybody—it's catching them that does the damage. —*Exchange.*

Undressed. A citation was served upon an attractive student at a Normal School. The party making service was apparently very anxious to show conclusively that the student was not in military service. Here is an extract from the affidavit of service:

"That said ——— is a student at ——— School, and is under military age, being 15 years old. That she was not dressed in any uniform whatsoever."

Contributor: Lloyd R. Le Fever,
Kingston, N. Y.

On the Floor. "Bill and Sue were the best looking couple on the floor last night."

"Oh, did you go to a dance last night?"

"No, I went to a cocktail party."

George Wanted. "I 'aven't 'ad a bite for days," said a tramp to the landlady of an English inn, the George and Dragon. "D'you think yer could spare me one?"

"Certainly not," replied the landlady. "Begone!"

"Thank yer," said the tramp, and he slouched off. A few minutes later he was back.

"What d'yer want now?" growled the landlady.

"Can I 'ave a few words with George now?" —*Exchange.*

Well Preserved. Lawyer: "You certainly are well-preserved for your years."

New Stenog: "Well, why not. I get canned at every place I work."

Headnoter's Night-mare. In Adam v. Talbot (Nov. 12, 1943) 61 A.C.A. 428, wherein an old gentleman conveyed his property to a young woman, headnote No. 1 reads as follows:

"(1) Trusts—Transactions between Persons in Confidential Relations.—In a transfer of property if there is evidence of strong affection, . . . a relationship is created which demands a high degree of vitality on the part of the transferee."

The opinion written by Mr. Justice Ward says that it is fidelity which is required of the transferee, but the headnote is as written above.

Contributor: George Francis,
Independence, Calif.

Hush Money. A Scotch soldier climbed into a barber's chair and handed him a penny.

"What's this for, Sandy?" asked the barber. "A tip before I've cut your hair?"

Sandy shook his head. "That's no tip, laddie. I'm in no mood to be listenin' to your chatter, and that penny's hush money."

—*Exchange.*

Definitions. A bore—One who, when you ask him, "How are you?" tells you.

A boy—An appetite with a skin pulled over it.

A friend—One who dislikes the same people you dislike.

History—Something that never happened, written by a man who wasn't there.

Home—Where you slip in the bathtub and break your neck.

—*S. Dak. Bar Journal.*

Historical Wifey. "Doctor, my wife gets very historical when I stay out nights."

"You mean hysterical, don't you?"

"No, historical. She digs up my past."

—*Exchange.*

Talking Bugs. "I see in the papers a scientist claims that insects can talk to each other."

"Of course they can. Aren't moths always chewing the rag?" —*Exchange.*

The Censor's Dream. The following was written by a service man in answer to queries from his friends as to his whereabouts and present occupation.

"After leaving where we were, we left for here. Not knowing we were coming from there to here, we couldn't tell if we would arrive here or not. Nevertheless, we are here and not there.

"The weather here is just as it usually is at this season, but of course it is quite unlike the weather where we were at before we left for here.

"After leaving by what we left by, we had a good trip.

"The people here look just like they look.

"The whole thing is quite a new experience here. Because it is not like it was where we came from, even the lands and camps are quite unlike the lands and camps that we have where we are now.

"I really must stop this too newsy letter before I give away too much valuable information, as the censor is liable to be a spy."—Reprinted from the *"Hollister Advance."*

Careless Talk. A wedding carriage was seen driving through the streets of London. Inscribed in chalk on the back were the words: "Result of Careless Talk."

—*Exchange.*

Why Not. These jokes ought to make you smile—your grandfather did.

High Finance. Easy way to collect all extra income: commandeer all slot machines; let them pay off in bonds—at the usual odds of $25.00 for each $400.00 put in. (I know the government shouldn't be in the gambling business; but neither should people. And I didn't say it would be a "good" way, but it would be an "easy" way.)

—*Silent Salesman.*

General. A couple of boys were crouched in a shell hole while a barrage whanged away over their heads.

"Look here, Rastus," said one. "Ain't you skeert?"

"Not me," boasted the other. "Ain't no shell gonna come along got my name on it."

"Me neither," said the first fellow. "I ain't worried about my name on no shell. What I am worried about is, maybe there's one marked 'To whom it may concern.'"

—*Exchange.*

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